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November 17, 2023

VIA CM/ECF

Hon. Jose L. Linares (Ret.)
Special Master
McCarter & English LLP
100 Mulberry Street
Four Gateway Center
Newark, NJ 07102

Re: CFTC v. Traders Global Group, Inc., Case No. 3:23-cv-11808-ZNQ-TJB

Dear Judge Linares:

In furtherance of the Order Appointing Special Master, and pursuant to your email of November 9, 2023, the Parties in the above-captioned action hereby submit this joint letter detailing all open disputes, along with citations to the relevant entries on the docket. The Parties stand ready to provide any additional information that you require in advance of a preliminary conference call with counsel for the Parties.

The Parties have identified the following open disputes that require the Special Master's attention:

1. ECF 135 – Custody of \$12,080,000 Frozen Pursuant to Court Order.

On November 14, 2023, the Court ordered that \$12,080,000 of Defendants' corporate assets shall remain frozen pending trial and that all other assets shall be released and returned to Defendants. The Parties seem to agree, in principle, that the \$12,080,000 may be placed in Quinn Emanuel's escrow account, but the Parties have not reached a final agreement on that point.

2. ECF 131, [139] – Division of Payment of Receiver's Attorneys' Fees.

On November 9, 2023, the Temporary Receiver, Anthony Sodono, moved the Court for an order allowing and authorizing interim fees and expenses to be paid to counsel to the Temporary

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Receiver—a total of \$265,613.93. The Parties do not dispute the *amount* of fees and expenses sought by the Temporary Receiver. However, there exists a dispute as to *who* should pay the Temporary Receiver's fees and expenses.

Defendants contend that the CFTC should pay half the total amount sought by the Temporary Receiver (\$132,806.96). The CFTC will not agree to pay half the Temporary Receiver's fees and expenses. Defendants have, therefore, asked the Court to order the CFTC to pay at least part of the costs incurred by the Temporary Receiver.

Respectfully,

QUINN EMANUEL URQUHART & SULLIVAN, LLP

/s/ *Anthony J. Staltari*

Anthony Staltari

cc: All counsel of record via CM/ECF